



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3231893  
Dated/दिनांक : 13-03-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-03-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-03-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institute Of Technology (iit)
Office Name/कार्यालय का नाम	Indore
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Complete Vertical Pointing Micro-Rain-RADAR MRR-2, (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	16 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	124 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	10 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>RCM Applicable/लागू आरसीएम</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	90000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Registrar

**Splitting/विभाजन**

Bid splitting not applied.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### Section 9(3) Of GST/जीएसटी की धारा 9(3)।

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM , unregistered seller, seller registered under composition scheme)will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

### Complete Vertical Pointing Micro-Rain-RADAR MRR-2, ( 1 box )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	RCM Applicable/लागू आरसीएम	GST as per RCM/रिवर्स प्रभार के अनुसार जीएसटी	GST Cess 1 as per RCM/रिवर्स प्रभार के अनुसार जीएसटी उपकर 1	GST Cess 2 as per RCM	Optional RCM/वैकल्पिक रिवर्स प्रभार
NA	NA	Yes	18%	9%	9 (INR) - Per Unit	Yes

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Prashant Sahu	453552,IIT Indore, Khandwa Road, Simrol, Indore	1	15

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**3. Generic**

**WORLD BANK TERMS AND CONDITIONS:** Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

**4. OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

**5. Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

**6. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**7. Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

**8. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference,

the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

#### **9. Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### **10. Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

#### **11. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### **12. Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### **13. Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### **14. Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in

the bid document.

**15. Certificates**

SLBR62

**16. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

**17. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Registrar IIT Indore

Account No.

36948979864

IFSC Code

sbin0030524

Bank Name

State Bank Of India

Branch address

Simrol mhow

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**18. Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

**19. Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

**20. Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

**21. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**22. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a.

Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

### 23. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.



This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**





भारतीय प्रौद्योगिकी संस्थान इंदौर  
**Indian Institute of Technology Indore**  
सिमरोल, खंडवा रोड इंदौर – 453552  
**Simrol, Khandwa Road, Indore- 453552**

**GeM BOQ Bidding Document**  
**For**  
**Supply and Installation of Micro-Rain- RADAR MRR-2**



**Document to be submitted online on GeM**  
**for**  
**(Technical & Financial Bid as per Schedule of requirement)**

**SCHEDULE OF TENDER**

<b>Sl. No.</b>	<b>Event</b>	<b>Date and Time/ Remarks</b>
01	Commencement of Downloading of Tender Document	<b>March 10, 2023</b> <a href="https://gem.gov.in">https://gem.gov.in</a> and <a href="https://www.iiti.ac.in/tender">https://www.iiti.ac.in/tender</a>
02	Bid Submission Start Date	<b>March 10, 2023</b>
03	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	<b>March 16, 2023 up till 03:00PM, (IST)</b> Please refer NIT Documents
04	Date & Time of Opening of Technical Bids	<b>March 16, 2023, at 03:30 PM, (IST)</b> Please refer NIT Documents
05	All communications with respect to the tender shall be addressed to:	<b>Assistant Registrar, MM Section</b> 4th Floor, Abhinandan Bhawan (West Wing), Indian Institute of Technology, Indore, Khandwa Road Simrol, Indor 453552, Tel.: 0731-660 Ext 3551/3580/3592, Email: mms@iiti.ac.in
06	For any assistance required	<b>GeM Portal website: <a href="http://www.gem.gov.in">www.gem.gov.in</a></b> <b>GeM Portal Help Desk Toll-Free No.: 1800-419-3436</b>

**# Note:**

- 1) If the tender doesn't open on the above-mentioned date, because of any unforeseen circumstances, then the next working day will be considered as the tender-opening date.

**Assistant Registrar  
MM Section, IIT, Indore**

SPECIAL TERMS AND CONDITIONS

1. **Payment: No advance payment will be made in any case.** Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection & commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Joint Registrar MM Section, IIT Indore.
  - a) **In case of indigenous, the payment term may be**
    - (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore and accepted by the user department.
    - (ii) 20% of the balance of each unit cost will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.
2. **Performance Security:** Within Thirty Days (30) days from the date of satisfactory Installation, Commissioning, Testing & Training, the firm must submit performance security of 3% of the total order value from an Indian Scheduled Bank before the release of the final payment and after satisfactory installation and commissioning of the furniture in the form bank guarantee **valid upto sixty (60) days** beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case the supplier fails to provide satisfactory after-sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.
3. **PREDISPATCH-** The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.
4. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
5. **PRE- INSTALLATION:** Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
6. **INSTALLATION & COMMISSIONING:** BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days of the arrival of the equipment at site. **For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.**
7. **Liquidated Damages:** -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non- Delivery of material/service may lead to forfeiture of PBG and debatement of the supplier.
8. **Delivery: Free delivery at IIT Indore in case of indigenous orders.**
9. In case equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
10. Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.

Assistant Registrar (MM)

**Benefits to Micro and Small Enterprises (MSEs)/Start-Up:**

With reference to the Order of the Ministry of MSME , under the Public Procurement Policy March 2012 , Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

**a) *Qualifying Criteria for MSEs , SC/ST vendors :***

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :**
  - National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission (KVIC)
  - Khadi and Village Industries Board (KVIB)
  - Directorate of Handicrafts and Handloom
  - Adhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/ Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:**
  - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1<sup>st</sup> Class Stipendiary Magistrate/Sub-divisional Magistrate /
  - Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
  - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
  - Revenue Officer not below the rank of Tehsildar
  - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.**
- iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.**
- v. If the bidder is a MSME, it shall declare in the bid document the Udyam Certificate Number issue to it under MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs order 2012."**
- vi. The benefit as above to MSEs shall be available only for Goods produced and services rendered by MSEs. However, trader/sellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

**b) *Purchase Preference for MSE :***

- i. Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value..**
- ii. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.**
- iii. A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Company).**
- iv. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.**
- v. Where the MSE is SC/ST owned or Women Entrepreneurs, they shall be exclusively awarded a share of 4% & 3% of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST or Women Entrepreneur MSEs.**
- vi. In case of more than one SC/ST or Women Entrepreneur MSE matching the L1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.**

**(ii) Startup(s):** relaxation regarding prior turnover and prior experience is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.. However, they must enclose valid self-attested registration certificate(s) along with the tender to this effect

**Public Procurement (Preference to Make in India), Order 2017**

Purchase preference shall be given to Class-I/Class-II local Suppliers meeting the institute requirement of minimum in line with the public procurement (Preference to Make in India) vide OM No. P45021/2/2017-PP (BE-II) dated 04 June 2020. A Self-Declaration Certificate regarding "Class-I Supplier" for the tendered item as per the Annexure- is to be submitted.

**Purchase preference** shall be given to Class I local suppliers in all procurements undertaken by the purchaser in the following manner:

- a. **Among all qualified bids, the lowest bid will be termed as L1.** If L1 is from a 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b) **If L1 bid is not a 'Class-I local supplier,** 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods which are not divisible in nature the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as per following procedure:
  - i. **Among all qualified bids, the lowest bid will be termed as L1.** If L1 is from a Class-I local supplier, the contract will be awarded to L1.
  - ii. **If L1 is not** from a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. **In case such lowest eligible 'Class-I local supplier' fails to match the L1 price,** the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder 'Class-II local supplier'.
  - iv. **'Class-II local supplier' will not get purchase preference in any procurement** undertaken by the procuring entity

**Pre- Qualification Criteria****LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID as Annexure- I**

Sl. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	For OEM:- Valid Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. <b>Offer submitted without proper authorization shall be liable to be rejected summarily.</b>
3.	The Firm should have a valid factory license for Manufacturing. Assembling and Supply of furniture.	
4.	The firm should have a strong technical support team available in India to rectify the technical issues related to the Furniture supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
5.	<b>Udyam Certificate if bidder claim MSEs.</b> Copy of valid PAN card, Copy of valid GST registration certificate	Self-certified copies of documents.
6.	WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters. Three similar completed work costing not less than Rs. 24,00,000/- (Rupees Twenty-Four Lakhs) in last 5 (Five) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works. OR Two similar completed work costing not less than Rs. 30,00,000/- (Rupees Thirty Lakh only) in last 5 (Five) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works OR One similar completed work costing not less than Rs. 48,00,000/- (Rupees Forty-Eight Lakhs) in last 5 (Five) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works. <b>Note: Similar work means Supply &amp; Installation of Micro-Rain- RADAR MRR-2.</b>	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. <b>Without submission of completion certificate the experience will not be considered.</b>  <b>The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.</b>
7.	Bidder Information	As per enclosed Annexure I



**TENDER No.: IITI(MM)/AASE(PRJ)/1/1A/515/SD/22-23**

8.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	As per enclosed Annexure II
9.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified.	As per enclosed Annexure III
10.	The quoted products should not be under end of sales or end of support in next 05(five) years from the date of submission.	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
11.	The bidding firm/company must be a single company and no consortium should be allowed.	(Declaration from OEM/ Authorized Distributors/Dealers/firms should be submitted)
12.	<b>CATALOGUE:</b> Firm should share the item wise catalogue of the offered product along with the technical bid. Make and model no. of item must be mentioned along with detailed specification	
13.	<b>Information Accessibility:</b> Product details and technical specifications of the model should be available to the public on OEM official website for verification.	
14.	Make In India- Class-I or Class-II Local Supplier	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Annexure- is to be submitted.


**Note: Non-Compliance with any of the above conditions by the bidders will be tantamount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.**

**Signature & Seal of Bidder**

Technical Specification Bid

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: Supply & Installation of Micro-Rain- RADAR MRR-2.

Sr. No.	Item	Description/ Specification	Qty.	Compliance Yes/No	Deviation if any
1.	Micro-Rain-RADAR MRR-2.	<p><b>Complete Vertical Pointing Micro-Rain-RADAR MRR-2,</b> FM-CW Mode including RS232 to USB Converter</p>  <p><b>Outdoor Components</b></p> <ul style="list-style-type: none"> <li>- Offset antenna (parabolic dish), Ø 60 cm, beam width 1,5 °, 3 dB, to be mounted on vertical rod with Ø 48 mm</li> <li>- RADAR-transceiver (feed), built in cylindrical aluminium housing                             <ul style="list-style-type: none"> <li>• frequency: 24.23 GHz</li> <li>• polarisation: linear</li> <li>• modulation: saw tooth, modulation width depending on height resolution:                                     <ul style="list-style-type: none"> <li>for ex. 1,5 MHz for 100 m height interval</li> <li>for ex. 3,0 MHz for 50 m height interval</li> </ul> </li> <li>• transmission power: 50 mW</li> </ul> </li> <li>- Radar Control and Processing Device, built in weatherproof housing, IP65 (270x170x100 mm)                             <ul style="list-style-type: none"> <li>• Spectral analysis of received signal, Doppler spectra (10 s sampling time), data transmission</li> </ul> </li> </ul>	01 Nos.		

via serial interface pc unit

- operation indicator (LED)
- resolution:  $\Delta v = 0,1905 \text{ m/s}$
- range:  $v = 0 \dots 12,192 \text{ m/s}$
- automatic restart after power loss, storage of operational parameters
- power consumption: 25 W

- 25 m Control cable for data transfer and power supply of outdoor components (RS422 / 24 VDC),

**Indoor Junction Box (Power Supply, Converter RS232/ RS422)**

- Power supply 230 VAC, built in aluminium housing 270 mm x 170 mm x 100 mm, 4 kg
- Connection sockets for control cable, RS232-data line (9 pin) to PC-unit for 230 VAC power line (Euro-standard)

**PC- Software**

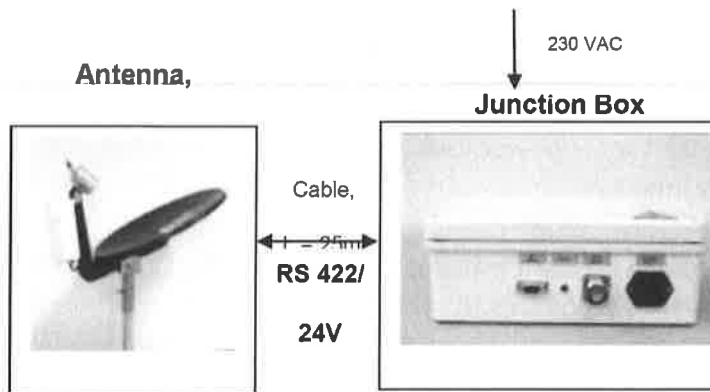
- Service routines for system control, data transfer and storage, (adjustable) operation parameters:
  - sample rate for spectra: 10 s
  - number of height ranges: 30
  - height interval: adjustable, 10 ... 200 m
  - lowest measuring height: 2 x height interval
- Service routines for online processing of Doppler spectra:
  - instantaneous or time averaged profiles of droplet spectra, reflectivity, rain rate, liquid water content, selectable
  - averaging period adjustable, 10 ... 3600 s
  - compensation for density dependant falling speed, Mie-scattering and signal attenuation
- Automatic restart after power loss, storage of operational parameters
- Software for graphical presentation of measuring variables:
  - profiles, time series, droplet spectra or statistics
  - 1- or 4- or 9- plot display in one graphic
  - selectable time and height ranges
  - smooth functions
  - printer output and export function to tif, eps, wmf, bmp, txt, etc.
  - export function for data listing as numerical value

Storage of all parameter settings

Please note:

- For the data transmission of the Doppler spectra from the outdoor transceiver electronic to the pcunit a transfer time of 2-3 s is required. Therefore, in each 10 s data sample only 7-8 s are used for

Effective measurements.



**Note :**

- A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B. Firm should quote separately for each item as per BOQ.
- C. Valid proof of the document in support of the claim to be enclosed with the technical bid.
- D. The Quantity mentioned above is also indicative and might change in the final order.
- E. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

## Annexure-I

**BIDDER'S INFORMATION**

(To be submitted on Firm/Company Letterhead)

Details of Bidders		
1.	Registered Name of the Bidder	
2.	Year of Establishment	
3.	Udyam Certificate, if MSEs	
4.	Registered Address of the Bidder	
5.	Status of the Company (Public Ltd. /Pvt. Ltd.)	
6.	Company single or consortium	
7.	Valid GST Registration No. with GST Registration State Name	
8.	Details of the Incorporation of the Company	
9.	Permanent Account No.(PAN)	
10.	Name and Designation of the Contact Person	
11.	Contact No. Email Address of the Contact Person	
12.	<b>Bank Details of the Agency:</b> Bank Name Name of the Branch Branch Code Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code	

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

**Annexure-II**

**CLIENT DETAILS**

(To be submitted on Firm/Company Letterhead)

To,  
The Assistant Registrar  
Materials Management Section  
I.I.T. Indore,  
Simrol, Khandwa Road  
Indore –  
453 552.

Date :

**Sub: NIT No. IITI(MM)/AASE(PRJ)/1/1A/515/SD/22-23 for “Supply and Installation of Micro-Rain-RADAR MRR-2.”**

Dear Sir,

Brief particulars of the similar work done in government institutions:

(Please attach copy of work orders for our reference)

Order Placed by (full add of client)	Order No. & date	Brief Description of similar work done Rate Contract with other Companies / govt organization	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. And email Address
1	2	3	4	5	6

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

Annexure-III

**DECLARATION REGARDING CLEAN TRACK**  
(To be submitted on Firm/Company Letterhead)

To,  
The Assistant Registrar  
Materials Management Section  
I.I.T. Indore,  
Simrol, Khandwa Road  
Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/AASE(PRJ)/1/1A/515/SD/22-23 for “Supply and Installation of Micro-Rain-RADAR MRR-2.”**

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT.  
I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi-Government Organizations / Institutions in India or abroad.  
I/we further certify that I'm a competent officer in my company /firm to make this declaration.

**Or**

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Government Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract shall be liable to be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

Annexure-IV

**DECLARATION OF ANNUAL TURNOVER AND  
INCOME TAX RETURN**

(To be submitted on Firm/Company Letterhead)

To,  
The Assistant Registrar  
Materials Management Section  
I.I.T. Indore,  
Simrol, Khandwa Road  
Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/AASE(PRJ)/1/1A/515/SD/22-23 for “Supply and Installation of Micro-Rain-RADAR MRR-2.”**

Dear Sir,

I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F.Y 2019-20	F.Y 2020-21	F.Y 2021-22

And,

I/we hereby declare that, our firm had filed Income Tax Returns for last 3 years i.e. F.Y. 2019-20, 2020-21, & F.Y. 2021-22. Supported by copy of ITR of three years.

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:



Annexure-V

For Make in India Bidders only

**DECLARATION OF LOCAL CONTENT**

(To be given on company letter head - For tender value below Rs.10 crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 crores)

**SUB: DECLARATION OF LOCAL CONTENT**

**Tender Reference No:**

**Name of Tender : -**

**1. Country of Origin of Goods being offered:**

**1. We hereby declare that an item offered has \_\_\_\_\_% local content.**

“Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

The bidders cannot claim services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

“\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.”

\_\_\_\_\_  
(Signature of the Tenderer)

Company Seal:

Date:

**Annexure-VI**  
**PERFORMANCE SECURITY FORMAT**

To,

.....  
**WHEREAS** ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... Dated .....to supply (description of goods and services) (hereinafter called "the contract").

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID: